

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

SELECT REHABILITATION, LLC,
An Illinois limited liability company,

Plaintiff,

v.

SANA HEALTH, INC.
d/b/a ABERDEEN
REHABILITATION AND SKILLED
NURSING CENTER ,

Defendant.

Case No. 2:17 CV 13734

Judge Nancy G. Edmunds

AMENDED COMPLAINT

COMES NOW Plaintiff, Select Rehabilitation, LLC (“Select”), and for its Complaint against Sana Health Inc., d/b/a Aberdeen Rehabilitation and Skilled Nursing Center (“Defendant”), alleges as follows:

PARTIES AND JURISDICTION

1. Select is, and at all times relevant herein was, a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 2600 Compass Road, Glenview, Illinois 60026. Select’s sole member is SRI Intermediate, LLC, a Delaware limited liability company. SRI Intermediate, LLC’s sole member is SRI Holdings, LLC, a

Delaware limited liability company. SRI Holdings, LLC is owned by Neal Deutsch and Anna Gardina Wolfe. Mr. Deutsch is a resident of Highland Park, Illinois and Ms. Wolfe is a resident of Long Grove, Illinois.

2. Select is in the business of providing therapy services in a variety of settings, including skilled nursing facilities, hospitals and outpatient centers.

3. Defendant is, and at all times relevant herein was, a corporation organized and existing under the laws of the State of Michigan.

4. Defendant's registered office is located at 5500 Fort Street, Trenton, Michigan 48183.

5. At all relevant times, Defendant operated a skilled nursing facility located at 5500 Fort Street, Trenton, Michigan 48183.

6. Defendant's failure to pay for therapy services provided by Select is the subject of this action.

7. This Court has jurisdiction over the case pursuant to 28 U.S.C. § 1332(a)(1) because this action is civil in nature, Defendant is not a citizen of the same state as Select, and Select seeks damages in an amount in excess of \$75,000.00, exclusive of interest and costs.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events and omissions giving rise to Select's claim occurred in this judicial district, namely, Select rendered services at Defendant's

facility which is located in this judicial district, and Defendant failed to pay Select for services rendered.

FACTS COMMON TO ALL COUNTS

9. From December 2016 until May 2, 2017, Select provided therapy services, including speech, physical and occupational therapy, for the residents and patients of Defendant pursuant to the terms of a Therapy Services Agreement (the “Agreement”) attached hereto as Exhibit A.

10. Select also issued invoices to Defendant for the services Select provided, and Defendant accepted the services.

COUNT I: BREACH OF CONTRACT

11. Select re-asserts and re-alleges paragraphs 1-10 of its Complaint as though fully set forth herein.

12. Select submitted the following invoices to Defendant for payment for services rendered pursuant to the Agreement: Invoice No. P33904 dated February 2, 2017; Invoice No. P34508 dated March 2, 2017; Invoice No. P35054 dated April 4, 2017; Invoice No. P35687 dated May 2, 2017; and Invoice No. P36025 dated May 18, 2017 (the “Invoices”).

13. As set forth in Paragraph 7(c) of the Agreement, payment of Select’s Invoices was due in full within thirty (30) days following the date of Select’s Invoice.

14. At all relevant times, Select fully performed all of its obligations pursuant to the Agreement.

15. As of the date of this Complaint, there is past due and owing Select from Defendant in an amount in excess of \$247,063.67 as follows: Invoice No. P33904 in the amount of \$49,049.52; Invoice No. P34508 in the amount of \$58,004.83; Invoice No. P35054 in the amount of \$66,936.26; Invoice No. P35687 in the amount of \$57,961.14; and Invoice No. P36025 in the amount of \$15,111.92. Defendant received and accepted all of the services provided by Select set forth in the Invoices and has refused to pay the Invoices despite demands by Select to do so.

16. Defendant's failure to pay Select for the Invoices constitutes a material breach of the Agreement.

17. Pursuant to Paragraph 13 of the Agreement, Select is entitled to recover from Defendant all of Select's costs incurred herein, including reasonable attorneys' fees and expenses.

18. There is currently due and owing Select from Defendant the total sum in excess of Two Hundred Forty-Seven Thousand Sixty-Three and 67/100 Dollars (\$247,063.67), plus prejudgment interest together with all of its costs incurred herein, including reasonable attorneys' fees and expenses.

COUNT II: UNJUST ENRICHMENT

19. Select re-asserts and re-alleges paragraphs 1-18 of its Complaint as though fully set forth herein.

20. By failing and trusting to tender payment to Select for the therapy services provided, Defendant has been unjustly enriched to the detriment of Select in excess of Two Hundred Forty-Seven Thousand Sixty-Three and 67/100 Dollars (\$247,063.67), plus prejudgment interest together with all of its costs incurred herein, including reasonable attorneys' fees and expenses.

WHEREFORE, Select respectfully requests that this Court enter a judgment in its favor and against Defendant in an amount in excess of Two Hundred Forty-Seven Thousand Sixty-Three and 67/100 Dollars (\$247,063.67) for unpaid Invoices, plus prejudgment interest together with all of its costs incurred herein, including reasonable attorneys' fees and expenses, plus such other and further relief in Select's favor as this Court deems just and proper.

Dated: December 18, 2017

Respectfully submitted,

SELECT REHABILITATION, LLC

/s/ Rebecca E. Shope

Rebecca E. Shope (P80285)
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that on December 19, 2017 a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system. Copies were also served via ordinary U.S. Mail as follows:

SANA HEALTH, INC.
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Trenton, Michigan 48183

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